

ORIGINAL NEW APPLICATION

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AZ CORP COMMISSION
DOCKET CONTROL

July 22, 2013

Docket Control
Arizona Corporation Commission
1200 W. Washington
Phoenix, AZ 85007

T-01051B-13-0253
T-20874A-13-0253

Re: In the Matter of Adoption of the Calculation of the Factor and Legal Entity
Name Change Amendment to the Interconnection Agreement between Qwest
Corporation dba CenturyLink QC and Teleport Communications America,
LLC (f/k/a TCG Phoenix) for the State of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and Teleport Communications America, LLC (f/ka TCG Phoenix) ("CLEC"). CenturyLink files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

The Agreement is amended by incorporating terms, conditions and rates for calculation of the Factor as set forth in Exhibit H and replacing the legal entity name to Teleport Communications America, LLC into the Interconnection Agreement. The Agreement was approved by the Commission on June 5, 2004.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

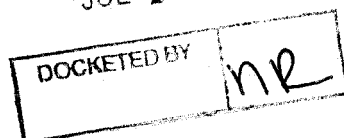
Norman G. Curtright

NGC/bard Arizona Corporation Commission

Enclosure

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JUL 22 2013



Docket Control, Arizona Corporation Commission

July 22, 2013

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cc: L. Fredrik Cederqvist
Senior Attorney — Law Department
AT&T Services, Inc.
32 Avenue of the Americas
Room E561
New York, NY 10013

**Calculation of the Factor and Legal Entity Name Change Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
Teleport Communications America, LLC (f/k/a TCG Phoenix)
for the State of Arizona**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Teleport Communications America, LLC (f/k/a TCG Phoenix) ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties, or their predecessors in interest, entered into an Interconnection Agreement ("Agreement") for service in the state of Arizona which was approved by the Commission on June 5, 2004; and

WHEREAS, CLEC has also requested to amend the Agreement based on its name having changed due to a pro forma internal reorganization within its parent organization; and

WHEREAS, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

Legal Entity Name Change: The name "Teleport Communications America, LLC" shall replace the name "TCG Phoenix" in every instance where it occurs in the Agreement.

The Agreement is hereby amended by adding terms, conditions and rates for calculation of the Factor as set forth in Exhibit H, to this Amendment, attached hereto and incorporated herein by this reference.

The Agreement is also hereby amended by adding the following paragraph:

CLEC must not remit payment for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless those functions and obligations are specifically agreed to by the parties in this Agreement or in an amendment to this Agreement

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Teleport Communications America, LLC.

DocuSigned by:
Corbin E. Coombs
716848BCD9DE478...
Signature

Corbin E. Coombs
Name Printed/Typed

Director – Product Marketing
Title

7/12/2013
Date

Qwest Corporation dba CenturyLink QC

05E9FC68BD57454...
L. T. Christensen
DocuSigned By: L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

7/12/2013
Date

EXHIBIT H

Eleven States

Calculation of the Relative Use Factor (RUF)

Minutes that are CenturyLink's responsibility (A):

- All EAS/Local 251(b)(5) Minutes of Use (MOU) that CenturyLink sends to CLEC
- All CenturyLink Exchange Access MOU that CenturyLink sends to CLEC
- EAS/Local 251(b)(5) traffic that transits CenturyLink network and is terminated to CLEC, for which CenturyLink receives compensation from the originating Carrier for performing the local transiting function
- All IntraLATA transit MOU that CenturyLink sends to CLEC
- All ISP-bound and FX MOU that CLEC sends to CenturyLink

Minutes that are CLEC's responsibility (B):

- All EAS/Local 251(b)(5) MOU that CLEC sends to CenturyLink
- All Exchange Access MOU that CLEC sends to CenturyLink
- All EAS/Local 251(b)(5) traffic that CLEC sends to CenturyLink for termination on another Carrier's network
- All IntraLATA transit MOU that CLEC sends to CenturyLink
- All Jointly Provided Switched Access (unless joint NECA 4 billing percentages have been filed) that CenturyLink sends to CLEC and that CLEC sends to CenturyLink

Non- Local Minutes that are CLEC's responsibility (C):

- All ISP-bound and VNXX MOU that CenturyLink sends to CLEC
- All VNXX MOU that transits CenturyLink network and is terminated to CLEC
- All Toll VoIP-PSTN MOU that CLEC sends to CenturyLink

The mathematical equation for RUF is as follows:

CenturyLink Responsibility: $(A) / (A+B+C)$ **Rounded to nearest whole percentage**

CLEC Responsibility: $(B + C) / (A+B+C)$ **Rounded to nearest whole percentage**

Data used for the calculation will be the average of the most recent three (3) months' usage determined not to be an anomaly.